



AGENDA

**ANNUAL MEETING IMMEDIATELY FOLLOWED BY
REGULAR BOARD MEETING**
Bresnan Meeting Center
706 Kenwood Road, Champaign, Illinois
Wednesday, May 9, 2018
7:00 p.m.

A. CALL TO ORDER

B. ELECTION OF OFFICERS

1. Election of President
2. Election of Vice President

C. APPOINTMENT OF OFFICERS (*Oath Required*)

1. Appointment of Secretary
2. Appointment of Assistant Secretary
3. Appointment of Treasurer

D. APPOINTMENT OF BOARD MEMBER TO BOARDS AND COMMITTEES

1. Appointment to Champaign Parks Foundation Board

E. ADJOURN

REGULAR BOARD MEETING

A. CALL TO ORDER

B. PRESENTATIONS

1. Ice Rink, Fox Development Corporation

C. COMMENTS FROM THE PUBLIC *Comments limited to not more than three (3) minutes.*

D. COMMUNICATIONS

E. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of April 2018

F. EXECUTIVE DIRECTOR'S REPORT

1. Volunteer of the Month
2. Project Updates
3. General Announcements

G. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

H. REPORT OF OFFICERS

1. Attorney's Report
2. President's Report

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

I. CONSENT AGENDA

All items appearing below are considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Minutes of the Regular Board Meeting, April 11, 2018
2. Minutes of the Executive Session, April 11, 2018
3. Minutes of the Special Board Meeting, April 25, 2018
4. Minutes of the Executive Session, April 25, 2018

J. NEW BUSINESS

1. Approval of Disbursements as of April 10, 2018
Staff requests approval of the list of disbursements for the period beginning April 10, 2018 and ending May 8, 2018.
2. Approval of an Agreement with Farnsworth Group, Inc. for the Operations Shop and Yard Expansion
Staff recommends approval of the AIA B101 Professional Services Agreement between Farnsworth Group and the Park District for the Shop and Yard Expansion and to authorize the Executive Director to execute the agreement.
3. Approval of a Bid to Purchase one (1) Trim Mower
Staff recommends accepting the sole bid and authorizing the purchase of one (1) new 2018 Toro Groundsmaster 7200 w/ Polar Trac System from MTI Distributing in the amount of \$38,246.36.
4. Approval of Request for Proposals (RFP) for Sale of Real Estate in Trails at Abbey Fields Subdivisions
Staff will present options regarding the sale of real estate in The Trails at Abbey Fields Subdivisions.

K. OLD BUSINESS

L. DISCUSSION ITEMS

1. Part-Time Park Security Position
2. Board Priorities/FY19 Work Plan

M. COMMENTS FROM COMMISSIONERS

N. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Park 120/2(c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (c)(6) the setting of a price for sale or lease of property owned by the public body; and (c)(11) to address pending litigation.

O. RETURN TO REGULAR MEETING

P. EXECUTIVE SESSION ACTION ITEMS

1. Resolution Authorizing Unit 4 School District to Undertake Demolition at Spalding Park

Q. ADJOURN

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE REGULAR BOARD MEETING
BOARD OF PARK COMMISSIONERS**

April 11, 2018

REGULAR BOARD MEETING

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, April 11, 2018 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Hays presided over the meeting.

Present: President Craig Hays, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, and Kevin Miller, Treasurer Donna Lawson and Attorney Guy Hall.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Daniel Olson, Director of Operations, Tammy Hoggatt, Director of Human Resources, Andrew Weiss, Director of Planning, and Bridgette Moen, Park Planner.

City of Champaign staff in attendance were Assistant City Eleanor Blackmon and City Engineer Dave Clark as well as John Dabrowski with Farnsworth Group, Inc.

Call to Order

President Hays called the meeting to order at 7:00 p.m.

Presentations

Boneyard Improvements

Ms. Blackmon presented and responded to questions regarding the Boneyard Creek North Branch Improvement Project. The project extends along the Boneyard Creek from Neil Street to University Avenue. The project impacts existing parks Human Kinetics, Bristol, Wesley, and Skelton. There are existing agreements between the Park District and the City for the Boneyard Corridor, MLK Jr. Trail and Skelton Park. The preliminary schedule for the project construction from Bradley Avenue to Neil Street is Fall 2018 to Late 2019; Washington Street to Bradley Avenue is Mid 2018-Late 2020; and University Avenue to Washington Street is Mid 2020-Late 2021.

Comments from the Public

There were no comments from the public.

Communications

President Hays circulated the communications.

Treasurer's Report

Treasurer Lawson presented the Treasurer's Report for the month of March 2018. She stated the Park District's finances have been reviewed and found to be in appropriate order.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of March 2018. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Executive Director's Report

Introduction of Interns

Mr. DeLuce introduced interns as follows: Jordan Reinhart-Smith from Illinois State University, assigned to assist with sports programs at the Leonhard Recreation Center; Maggie Olofson from University of Illinois, assigned to assist with cultural arts and aquatics programs at the Springer Cultural Center; Shomari Hollis from University of Illinois, assigned to assist with programs at

Douglass Community Center; and Chungsup Lee from Florida International, assigned to assist with CUSR program at the Hays Recreation Center.

Project Updates

Mr. DeLuce distributed a list of project updates to the Board. He asked the Board members to let him know if they have any questions regarding the projects.

General Announcements

Mr. DeLuce reported that the Champaign-Urbana Special Recreation (CUSR) Sports Banquet will held on April 23, 2018; the Champaign STAR Awards on April 26, 2018; and Walk, Roll and Stroll with the Mayors on May 19, 2018.

Committee Reports

Champaign Parks Foundation

President Hays reported that the Board did not meet last week due to schedule conflicts. He stated that the Nominating Committee met and hopes to recommend new members for appointment at the May Board meeting.

Report of Officers

Attorney's Report

None.

President's Report

None.

Consent Agenda

President Hays stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Approval of Minutes of the Special Meeting, February 28, 2018
2. Approval of Regular Board Meeting, March 14, 2018
3. Approval of Executive Session, March 14, 2018

Commissioner Solon made a motion to approve Consent Agenda Items. The motion was seconded by Commissioner Miller. The motion passed 5-0.

New Business

Approval of Disbursements as of March 14, 2018

President Hays stated that staff recommends approval of disbursements for the period beginning March 14, 2018 and ending April 10, 2018.

Commissioner Miller made a motion to approve the list of disbursements for the period beginning March 14, 2018 and ending April 10, 2018. The motion was seconded by Commissioner Solon. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; and President Hays – yes; and Commissioner Kuhl – yes. The motion passed 5-0.

Approval and Ratification to Apply for an Illinois Arts Council Grant

Mr. DeLuce reported that staff recommends approval and ratification to submit electronically the FY19 Grant Proposal to the Illinois Arts Council.

Commissioner Solon made a motion to approve and ratify submitting electronically the FY19 Grant Proposal to the Illinois Arts Council. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of Champaign County Community Coalition Membership Dues

Mr. DeLuce presented the report. He reported that it is the Park District's third year of participating on the Coalition. Mr. DeLuce stated that staff recommends continuing the membership dues for staff to serve on the Executive Committee of the Champaign County Community Coalition.

Commissioner Solon made a motion to approve disbursement of \$5,000.00 for 2018 Annual Membership dues on the Champaign County Community Coalition's Executive Committee. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of a Renewal Option with Midwest Pottyhouse, Inc. for Portable Toilets

Mr. DeLuce presented the report. He stated that staff recommends authorizing the Executive Director to execute the one (1) year renewal option with Midwest Pottyhouse, Inc for rentable portable toilets for programs and events in FY18-19 in the amount of \$17,292.50.

Commissioner Solon made a motion to approving the one (1) year renewal option with Midwest Pottyhouse, Inc. for portable toilets for programs and events in FY18-19 in the amount of \$17,292.50. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of Dental and Life Insurance Rates for FY19

Ms. Hoggatt presented the report. She reported that the life insurance rates will remain the same as in FY18. Ms. Hoggatt stated that by adding a buy up option for employees, the dental rate the Park District pays will decrease by 3.1%. Discussion ensued. Ms. Hoggatt discussed the buy up options.

Commissioner Miller made a motion to approve continuing dental and life insurance benefits at the reduced rates with one year rate guaranteed beginning May 1, 2018 and ending April 30, 2019, and authorizing the Executive Director to sign a contract with the Principal Financial Group for this plan. The motion was seconded by Vice President McMahon. The motion passed 5-0.

Approval of an Addendum to the FE Moran Contract for Sprinkler and Fire Alarm Inspections

Ms. Hoggatt presented the report. She responded to questions regarding quotes for this service and how repairs will be addressed is needed. Mr. Hoggatt stated that FE Moran offered the best rates for the sprinkler and fire alarm inspections and for repair service.

Commissioner Kuhl made a motion to approve Addendums to the agreement between the Park District and FE Moran Security Solutions at the rate of \$3,816 per year for the remaining two (2) years of the agreement and authorize the Executive Director to execute the Addendums. The motion was seconded by Commissioner Solon. The motion passed 5-0.

Approval of an Agreement with Micro Systems International, Inc. (Micro Systems)

Ms. Hoggatt presented the report. She reported that staff is satisfied with the relationship with Micro Systems. Ms. Hoggatt stated that staff recommends approval of an agreement for a one (1) year period at the rate of \$2,500 per month.

Commissioner Solon made a motion to approve an agreement between the Park District and Micro Systems International, Inc. for a one year period at the rate of \$2,500.00 per month. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of 2018-2019 Program Guide Printing and Mail Preparation Printer Change

Mr. DeLuce presented the report. He discussed the issues and concerns with the unsatisfactory product of the lowest bidder, Indiana Printing of Indiana, PA. Mr. DeLuce reported that staff followed up with Indiana Printing and the company allowed the Park District to terminate the contract for the

remaining two program guides. He stated that staff recommends approval of awarding the bid for the two remaining program guides to the next responsible bidder, Woodward Printing, at \$16,385 per guide for a total of \$32,770.00.

Commissioner Kuhl made a motion to approve awarding the bid for the Fall and Winter/Spring Program Guides to the next responsible bidder, Woodward Printing, in the bid amount of \$32,770.00. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Approval of the Park District Facility Fee Schedule

Mr. DeLuce presented the report. He discussed proposed changes to the fee schedule including the adding monthly options for Leonhard Recreation Center memberships and setting a flat pricing rental rate to rent the Virginia Theatre.

Commissioner Kuhl made a motion to approve the Facility Fee Schedule for May 1, 2018 through April 30, 2019. The motion was seconded by Commissioner Miller. The motion passed 5-0.

Old Business

None.

Discussion Items

None.

Comments from Commissioners

Commissioner Kuhl congratulated Mr. DeLuce on receiving the 2018 Joseph Bannon Practitioner Award. She stated that it was a great honor to receive the award.

Executive Session

Commissioner Solon moved as set forth below to convene into Executive Session. The motion was seconded by Vice President McMahon. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Barbara J. Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body; (c)(2) deliberations concerning salary schedules for one or more classes of employees; (c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (c)(6) the setting of a price for sale or lease of property owned by the public body; and (c)(11) to address pending litigation.

Return to Regular Meeting

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Adjourn

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Miller. The motion passed 5-0 and the meeting was adjourned at 9:09 p.m.

Craig W. Hays, President

Cindy Harvey, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS**

April 25, 2018

The Champaign Park District Board of Commissioners held a Special Meeting on Wednesday, April 25, 2018 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Craig W. Hays presided over the meeting.

Present: President Craig W. Hays, Vice President Timothy McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon and Kevin Miller, Attorney Guy Hall, and Treasurer Donna Lawson.

Staff Present: Joe DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Daniel Olson, Director of Operations, Tammy Hoggatt, Director of Human Resources, and Andrew Weiss.

Call to Order

President Hays called the meeting to order at 5:30 p.m.

Comments from the Public

There were no comments from the public.

New Business

Approval of Full-Time Staff Wage Increase for FY19 and Position Classification Caps Increase

Mr. DeLuce presented the report. He stated that staff has done a great job this year and accomplished many objectives. Mr. DeLuce recommended the merit be set at 3.0%.

Commissioner Kuhl made a recommendation to approve a 3.0% merit increase for all qualified FT1 and FT2 employees, and to increase position classification caps by 2.1%. The motion was seconded by Commissioner Miller.

Discussed ensued. Mr. DeLuce stated that the recommendation is to increase the top of the range classification by 2.1%. An employee's increase cannot exceed a total of 3.0%. Further discussion ensued about the impact on the IMRF rate and other matters impacting the rate.

Commissioner Solon stated that staff is doing a good job and she appreciates the list of accomplishments. However, she encouraged staff to seek cost saving methods in order to be able to address more citizens' and staff requests. President Hays concurred with Commissioner Solon. He discussed costs savings on printing services associated with the Martens Center brochure. Mr. DeLuce stated that this directive will be added to the goals.

President Hays called for the vote. The motion passed 5-0.

Approval of Amendment No. 1 to the Agreement with the Board of Trustees of the University of Illinois (U of I) for Summer Employment of Student Athletes

Mr. DeLuce presented the report. He reported that this is usually a one year agreement, however the U of I is requesting a two year agreement. The athletes assist with camps and work at the Sholem Aquatic Center during the summer at no cost to the Park District. Mr. DeLuce reported that staff would like to continue the agreement.

Commissioner Solon made a motion to approve Amendment No. 1 to the Agreement with the Board of Trustees of the University of Illinois for Summer Employment of Student Athletes for a two year period. The motion was seconded by Vice President McMahon. The motion passed 4 in favor and none opposed, with Commissioner Miller abstaining due to his employment at the U of I.

Discussion Items

None.

Comments from Commissioners

Commissioner Solon commented on the great banquet held for Champaign-Urbana Special Recreation participants. She stated that the banquet was well organized and the event went well.

President Hays reported that he presented roses to Chaz Ebert during the Ebert Festival. He stated that the Festival went well.

Mr. DeLuce reported that a brochure for the 2018 NRPA Conference was available. He encouraged the Board to let Ms. Harvey know if anyone is interested in attending it. Mr. DeLuce encouraged the Board to attend the Champaign STARS Award on April 26, 2018 at 6 p.m. at the Virginia Theatre. He announced that the Toalson Award will be presented to former commissioner Morgan Powell by Mrs. Deanna Toalson.

Executive Session

Commissioner Kuhl moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner Miller. The motion passed 5-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner Miller – yes; Vice President McMahon – yes; President Hays – yes; and Barbara J. Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (c)(6) the setting of a price for sale or lease of property owned by the public body; and (c)(11) to address pending litigation.

Return to Regular Meeting

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Executive Session Action Items

Resolution Authorizing Unit 4 School District to Undertake Demolition at Spalding Park

No action was taken on this item.

Intergovernmental Agreement for Submission to Unit 4 School District regarding Spalding Park

Commissioner Solon made a motion to approve an Intergovernmental Agreement for submission to Unit 4 School District regarding Spalding Park. Discussion ensued and Commissioner Solon withdrew her motion.

Commissioner Solon made a motion to approve the Intergovernmental Agreement for submission to Unit 4 School District regarding Spalding Park and upon approval by Unit 4 with no significant changes, it is to be deemed approved by the Park Board and executed by President Hays.

President Hays reported that Andrea Ruedi, on behalf of Peter Fox, would like to meet with Board members to discuss the ice rink project. Discussion ensued. It was the consensus of the Board to invite Mr. Fox or a representative to a Board meeting to share information regarding the ice rink project. This will allow the information to be shared with the Board and to ask questions.

Adjourn

There being no further items to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Kuhl. The motion passed 5-0 and the meeting was adjourned at 7:16 p.m.

Craig W. Hays, President

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuca, Executive Director

DATE: April 17, 2018

SUBJECT: Shop and Yard Expansion Farnsworth AIA B101 Agreement

Background

The Schematic and Design Development contract for the Operations Shop and Yard Expansion will be coming to a close. The Park District received the AIA B101 Agreement from Farnsworth Group for the next phases of the project. The Agreement has been reviewed by staff and legal counsel. Approval of this agreement will take the project from construction documentation through to construction administration and includes assistance with the bid process, as stated in the agreement.

If approved on May 9, 2018 the expected timeline of engineering and construction phases includes:

- Start of Construction Documents: 05/10/2018
- 50% Submittal: 06/01/2018
- CPD Review of 50% Submittal: 06/04 through 06/15
- Completion of Construction Documents: 08/10/2018
- Bid Phase: 08/13 through 08/31
- General Contractor Recommendation to Board: 09/12/2018
- Construction Commencement: Sept. 2018
- Substantial Completion: June 2019

The current total estimated construction costs for the project are \$2.65 million.

Prior Board Action

- December 2015: A preliminary study of future improvements was completed by Gorski Reifsteck Architects.
- July 2016: Board approval of FY16-17 Annual Budget, includes design services for the Shop and Yard Expansion.
- August 2016: RFQ's presented by three firms. Farnsworth was asked to send full proposal.
- September 2016: Board approval to negotiate a contract with an architectural firm for development.
- October 2016: Board approval of Design Services to Farnsworth.
- February 2017: Board approval of amendment for Design Services with Farnsworth.

Budget Impact

The total payment for services is \$113,000 (4.3% of estimated construction cost). Total architect fees of \$171,004.03 or 6.6% of the estimated construction cost. The budget allots \$76,050.00 from line 16-01-001-61508-190011 and \$36,950.00 from line 01-02-001-54215-190011 for the Shop and Yard Expansion project. Total expenditures to date are as follows: \$58,004.03 to Farnsworth Group, Inc. and 4,000.00 to MET Geotechnical Testing.

Recommended Action

Staff recommends approval of the AIA B101 Professional Services Agreement between Farnsworth Group and the Park District for the Shop and Yard Expansion and to authorize the Executive Director to execute the agreement.

Prepared by:

Reviewed by:

Daniel Olson
Director of Operations

Joe DeLuce
Executive Director

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Champaign Park District
706 Kenwood Road

Champaign, IL 61821

and the Architect:
(Name, legal status, address and other information)

Farnsworth Group, Inc. «
2211 « W. Bradley Avenue »
Champaign, IL 61821 »
« »
« »

for the following Project:
(Name, location and detailed description)

Shop and Yard Expansion Construction Documents and Construction Administration
706 Kenwood Drive
Champaign, IL 61821

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program as defined in the latest drawings and specifications prepared for the Design Development submittal.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of two additions and an expansion to the paved yard storage area.

The east addition will contain a new 2,490 square foot 2-bay drive-through auto shop and storage area.

The south addition is a 7,208 square feet and includes five bays that will be utilized for general shop and storage areas. Two of the five bays will be drive-through. A sixth bay will be created and utilized as a rinsate pad where equipment used for fertilizing and chemical treatments can be filled and cleaned. This sixth bay space will also be useful as the overnight storage area for the Owner's garbage truck. The rinsate pad bay and regular storage bays will be separated by a chemical storage room, and place for general non-vehicle storage. A mezzanine will be located above that area for mechanical equipment. « The yard area will be expanded in two primary directions: southward extending the existing south edge of the pavement, and eastward extending the pavement on the east side

of the Mower Shed to accommodate easier pull-through capabilities at the mower shed. Additionally, a portion of the pavement outside of the west shed shall be rehabilitated due to deterioration »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TWO MILLION SIX HUNDRED THOUSAND DOLLARS (\$2,600,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«50% Completion of Construction Documents by: 06/01/2018
100% Completion of Construction Documents by: 08/10/2018. »

.2 Construction commencement date:

«September 12, 2018 »

.3 Substantial Completion date or dates:

«Friday, June 14, 2019 »

.4 Other milestone dates:

[TBD]

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Owner will engage in competitive bidding. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«Sustainable objective is not anticipated. »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Dan Olson »
«Director of Operations »
«Champaign Park District »
«706 Kenwood Drive »
«Champaign, IL 61821 »
«(217) 819-3812 »

Email: dan.olson@champaignparks.com »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«Midwest Engineering and Testing, Inc. »« »

«501 Mercury Drive »

«Champaign, IL 61822 »

«(217) 359-2128 »

« »

.2 Civil Engineer:

«See Section 1.1.11.1 Consultants Retained Under Basic Services

« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

«None »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

«Scott Burge »

«Farnsworth Group, Inc. »

«2211 West Bradley Avenue »

«Champaign, IL 61821 »

«(217) 352-7408 »

«Email: sburge@f-w.com »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Farnsworth Group, Inc. »« »

«Paige Hefner »

«100 Walnut Street, Suite 200 »

«Peoria, IL 61602 »

« »

.2 Mechanical Engineer:

«Farnsworth Group, Inc. »« »
«Tim Gilles »
«200 West College Ave. »
«Normal, IL 61761 »
« »

.3 Electrical Engineer:

«Farnsworth Group, Inc. »« »
«Dirk Ranneberger »
«2211 West Bradley Ave. »
«Champaign, IL 61821 »
« »

.4 Civil Engineer:

Farnsworth Group, Inc. »« »
«Pat Moone »
«2211 West Bradley Avenue»
«Champaign, IL 61821 »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«None »

§ 1.1.12 Other Initial Information on which the Agreement is based:

«None »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall by subsequent written agreement appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will-may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Reserved.~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, professionals within the scope of Basic Services. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified in Architect's proposal dated April 22, 2018 (the "Proposal"). The Proposal is incorporated

into this Agreement by this reference. To the extent the Proposal conflicts with this Agreement, this Agreement controls.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects ~~practicing in the same or similar locality under the same or similar circumstances, performing similar services for park districts with facilities of like size and kind, including but not limited to the skill and care necessary to cause all final Construction Documents prepared by Architect or consultants of Architect to be in compliance with all applicable laws, statutes, codes, ordinances, orders, rules and regulations of the governmental authority or authorities having jurisdiction over the Project; to be complete, detailed, and ready for bidding and construction, and to be free of errors or omissions.~~ The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Prior to the start of the Architect's services hereunder, the Architect shall procure and maintain in force during the term of the Agreement the following insurance written on an occurrence basis with insurance companies lawfully authorized to do business in Illinois. Architect shall also maintain excess/umbrella commercial general liability insurance in minimum policy limits of \$6,000,000.00 per occurrence and \$6,000,000.00 in the annual aggregate. If the errors and omissions liability policy is written on a claims made basis, Architect shall upon termination of coverage procure and maintain in force a retroactive reporting policy (Tail Policy) for a minimum of ten (10) years following completion of the project. The errors and omissions policy referenced above shall not contain mold or pollution coverage exclusions. As the first named insured, Architect shall be responsible for any deductibles on such policies.~~

~~The Owner will be an additional named insured on such policies. The policies of insurance required hereunder shall contain a provision that the coverage afforded thereunder shall not be cancelled or allowed to expire until at least thirty (30) days prior to written notice has been given to the Owner. At or preceding execution of this Agreement, the Architect shall furnish Owner with the following insurance document: certificates of insurance evidencing the required coverage to certificate holder, scheduling of underlying coverage on the excess/umbrella policy, endorsements or riders including Owner and its commissioners, officers, employees and agents as additional named insureds on such policies.~~

~~In the event Architect fails to procure or maintain any insurance required by this Agreement, such failure shall constitute a substantial failure to perform under this Agreement. In addition to any other remedies available to Owner due to such failure, Owner may, at Owner's option, purchase such coverage and deduct the expense thereof from any fees due Architect.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$)~~ one million dollars (\$ 1,000,000.00) for each occurrence and ~~(\$)~~ two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$)~~ one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$) one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~« Five Million Dollars » (\$ « 5,000,000.00 ») per claim and « Ten Million Dollars » (\$ « 10,000,000.00 ») in the aggregate.~~

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall by endorsement cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall by endorsement be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance-insurance, declarations, policies, riders and endorsements to the Owner that evidence compliance with the requirements in this Section 2.5. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best's Key Guide Rating of at least A / XV. All specified policies shall by endorsement incorporate a provision requiring thirty days' written notice to the Owner prior to the cancellation, non-renewal or material modification of any such policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary ~~structural, mechanical, and electrical engineering services, architectural, structural, mechanical, plumbing, fire protection and electrical engineering services, and all other specialty services, if and to the extent required to provide a complete design for the Project.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the ~~Owner,~~ Owner on a regular basis.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The After the Architect has reviewed such services and any information provided by Owner and Owner's consultants, and after Architect notifies the Owner in writing of any defects and deficiencies in such services or information of which the Architect is aware, the Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, or by the subsequent written agreement of the parties, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. Notwithstanding, if Owner proposes to take such action without the Architect's approval, and Architect knows of such action and believes such action may be detrimental to the aesthetic, architectural, structural and/or functional aspects of the completed Project, the Architect shall so inform the Owner, in writing and with specificity, as soon as is reasonably practicable.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the Project if necessary, and shall present such documentation to the Owner for review, approval and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall immediately, in writing, notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project; and (3) any impact that the selected delivery method may have on the scheduled completion of the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project-Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, and based upon the Owner's then-current budget, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, meet with the Owner to review Schematic Design Documents, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, mechanical, plumbing, fire protection and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, meet with the Owner to review the Design Development Documents, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Construction Documents shall include all Drawings and Specifications required to obtain the construction permits and approvals of the governmental authority or authorities having jurisdiction over the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal ~~forms; forms, with alternate bid requirements;~~ (2) the form of agreement between the Owner and Contractor; and (3) the General Conditions of the Contract for Construction ~~(General, Supplementary and other Conditions)-as modified by the Owner or the Owner's attorney.~~ The Architect shall also compile a project manual that includes the Owner-modified General Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall ~~assist the Owner in establishing a list of prospective contractors-develop bidders' interest in the Project.~~ Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; proposals and the responsibility of bidders or proposers; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 issuing any notice for bid and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and assisting the Owner in conducting a pre-bid conference for prospective bidders;
- .3 in consultation with the Owner, preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and assisting the Owner with the Owner's conducting of the opening of the bids, assisting the Owner in determining the responsiveness of bids and investigating the responsibility of bidders, and subsequently documenting and distributing the bidding results, results and notice of award(s), as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional-a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.0 Section 3.5.3 and its subparts shall only apply if and to the extent Owner directs the Architect that the Work, or portions thereof, may be procured by negotiated proposals instead of competitive bidding as otherwise required by law. Architect shall follow the Owner's directions regarding the method of procurement for all portions of the Work.

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.4 If the Architect recommends that the Owner disqualify or reject a bidder or proposer, as the case may be, based upon a lack of responsiveness and/or responsibility, the Architect shall provide a written recommendation to the Owner setting forth with specificity the basis of the proposed disqualification or rejection and providing all evidence necessary to establish that the subject is not responsive and/or responsible. The Owner, upon the advice of the Architect, will make any and all determinations as to the responsiveness and/or responsibility of bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction- Construction, as amended by the Owner or the Owner's attorney and included in the Project Manual. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Documents. except if the Architect fails to provide written notice as required in this Agreement and such failure causes specific damages to the Owner beyond those damages caused by the Contractor's failure to properly perform the Work. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. Drawings or Specifications furnished by the Architect that are found to contain any error or omission shall be promptly corrected by the Architect at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect properly issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally-familiar with the progress and quality of the portion of the Work completed, and to determine, in general, determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

The Architect shall on a by-monthly basis attend and conduct construction meetings with the Contractor and Subcontractors. The Architect shall on a weekly basis observe the site for the duration reasonably necessary to assure the Architect that the Work is proceeding in accordance with the Contract Documents. The Architect shall perform such site observations only with competent personnel and consultants who are experienced in such tasks and acceptable to the Owner.

On the basis of such on-site construction observation, the Architect shall keep the Owner informed of the progress and quality of the Work and shall exercise due care and diligence to guard Owner against defects and deficiencies in the Work of the Contractor and the Subcontractors, and shall promptly report to the Owner any defects or deficiencies in any Work known to the Architect. The Architect shall submit a written field report to the Owner for each field visit. The Architect, during critical phases of construction (before, during and after), shall have its consultants provide on-site observation to verify construction is in accordance with the Contract Documents. In such instances, the Architect's consultants shall prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Architect and its specialty engineers, consultants, agents and officers shall promptly upon notice or discovery during the Construction Phase or thereafter make necessary revisions or corrections of errors, ambiguities or omissions in its Drawings and Specifications without additional costs to the Owner. The Architect shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Architect's failure to exercise the standard of care applicable to Architect's services.

§ 3.6.2.2 The Architect has the authority and responsibility to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and ~~decide matters make recommendations to the Owner~~ concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and ~~decisions recommendations~~ of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, ~~shall not show partiality to either,~~ and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, To the extent required by the Contract Documents,~~ the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, ~~and based on the Architect's exercise of professional care and skill~~ that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract ~~Documents upon Substantial Completion, Documents,~~ (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review ~~and approve~~ the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, ~~but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents to determine if the submittals conform to and are consistent with the Contract Documents. Where appropriate, the Architect's consultants shall review and approve submittals.~~ Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. ~~The Unless otherwise indicated in such review, the~~ Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design ~~professionals~~professionals, unless the Architect knows or reasonably should know that such submittals contain errors or omissions or do not conform to the Contract Documents.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall be made in a form approved by the Architect and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If ~~appropriate~~deemed appropriate by the Architect, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract ~~Documents~~Documents and shall regularly notify the Owner of same at progress meetings.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.1.1 The Architect shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation. If necessary, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the ~~Work~~Work and shall regularly notify the Owner of same at the construction progress meetings. The Architect shall, at appropriate intervals, update the Construction Documents to incorporate all approved changes in the Work, and to create Record Drawings.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 if when deemed appropriate by the Architect, issue Certificates of Substantial Completion;
- .3 review and approve, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

- 4 if and when deemed appropriate by the Architect, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, schedule and conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Included in Basic Services</u>
§ 4.1.1.9 Landscape design	<u>Owner</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Included in Basic Services</u>

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	<u>Included in Basic Services</u>
§ 4.1.1.16 As-constructed record drawings	<u>Included in Basic Services</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Included in Basic Services</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Architect will provide civil engineering for the project as part of its basic services.»

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Construction testing and inspection services.»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect

shall not proceed to provide the following Additional Services until the Architect receives the Owner's written ~~authorization~~authorization and approval of a fee for such Additional Services:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~(Deleted and included in Basic Services);
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~(Deleted and included in Basic Services);
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~(Deleted and included in Basic Services);
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's ~~notice~~notice at rates that shall not exceed the hourly rates set forth in the Proposal.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~(Deleted and included in Basic Services);
- .4 Evaluating an extensive number of Claims ~~if and to the extent Architect is serving~~ as the Initial Decision Maker; or,
- .5 Evaluating an extensive number of substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Two~~ (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(1)~~ « Bi-Monthly » visits to the site by the Architect during construction
- .3 ~~« One »~~ (« 1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~One~~ (1) inspections for any portion of the Work to determine final completion.

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Reserved.~~

§ 4.2.5 If the services covered by this Agreement have not been completed within « Twenty-four » (« 24 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time ~~shall~~ shall, upon the subsequent written agreement of the parties, be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect and provide information in a timely manner regarding requirements for and limitations on the Project, ~~including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements as requested by the Architect in writing and reasonably necessary for the Architect to perform its services.~~

§ 5.2 The Owner shall establish and consult with the Architect to periodically address the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the ~~Project. Project, subject to the extent expressly permitted by applicable law and the Owner's rules, policies, and practices.~~ The Owner shall render decisions and approve the Architect's properly proposed and documented submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys ~~surveys, as requested by the Architect,~~ to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall ~~furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations upon reasonable advance written request of the Architect directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services, or authorize and direct the Architect to furnish them as Additional Services, when such services are reasonably required by the scope of the Project and to the extent not included in Architect's services hereunder. The Architect shall assist with soliciting proposals and provide recommendations for the terms of such agreements as necessary.~~

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner ~~shall~~ shall, upon the Architect's request, furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall use reasonable efforts to provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments ~~of Service~~ of Service; provided that the failure of the Owner to provide such notice shall not waive any of Owner's rights or remedies under this Agreement or otherwise.

§ 5.12 The Owner ~~shall~~ may include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner ~~shall~~ may promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for ~~Construction~~ Construction, as amended.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total actual cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. To the extent the Project is not completed, the Cost of the Work shall be the Contractor's bid price, as modified by any Change Orders then executed. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of the Work does not include Work for which the Architect has performed designs, specifications or drawings designs as an Additional Service. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the ~~Work; Work and rebid the Project;~~ or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect ~~shall~~ shall, without additional compensation and as a part of Basic Services, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents and rebid the Project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the ~~Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise Work,~~ the Architect's services for modifying the Construction Documents ~~shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6 and rebidding the Project shall be without additional compensation.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.01 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use with respect to this Project. Provided the Owner is not in default under this Agreement, the Owner owns the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, and the Architect hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service. Provided the Owner is not in default under this Agreement, the Owner may use the Instruments of Service for future additions or alterations to this Project or for other projects, which use shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.1 ~~The Pursuant to the terms of 7.01, the~~ Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party regardless of the transmitting party, the Owner is the copyright owner of such ~~information or information, and when used by the Architect it~~ has permission from the copyright owner to transmit such information for its use on the Project.

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Reserved.~~

~~§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Reserved.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. Reserved.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. Reserved.~~

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Causes of action by the parties to this Agreement pertaining to the performance and/or breach of this Agreement shall be deemed to have accrued and the applicable statutes of limitation and repose shall operate as provided by Illinois law.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. Reserved.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Reserved.~~

§ 8.2 Mediation

§ 8.2.1 ~~Any~~ In the sole discretion of the Owner, any claim, dispute or other matter in question arising out of or related to this Agreement ~~shall be subject to mediation as a condition precedent to binding dispute resolution, may be subject to mediation on the written demand of the Owner.~~ If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Reserved.~~

§ 8.2.3 ~~The~~ If the Owner demands mediation as provided above in Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. ~~The~~ Such mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in such mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- ~~Arbitration~~ Litigation in a court of competent jurisdiction
- Other: (Specify)

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration; provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

~~§ 8.2.5 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, Prior to such suspension, the Architect shall give seven days' written notice to the Owner before suspending services. Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services for services and expenses properly rendered and incurred. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. adjusted if such suspension exceeds thirty (30) days.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Reserved.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. Reserved.

§ 9.4 Either party may terminate this Agreement upon not less than seven-fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements and Reimbursable Expenses properly incurred.~~

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall ~~terminate-expire~~ one year from the date of Substantial Completion. Such expiration shall not affect rights under this Agreement that have accrued at the time of expiration or may later accrue.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article ~~7 and Section 9.7.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.State of Illinois, without regard to conflict of law principles.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction.Construction, as amended and included in the Project Manual.~~

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the ~~Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.Project.~~

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site.site; provided that, to the extent that Architect becomes aware of any such hazardous materials or toxic substances, it shall immediately notify Owner of any such information.~~

§ 10.7 ~~The-Upon Architect's receipt of prior written consent from the Owner, the~~ Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make ~~such~~

~~representations, such representations if such consent is granted.~~ However, the Architect's materials shall not include the Owner's confidential or proprietary information ~~if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall or any other information prohibited by law from disclosure.~~ The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination or expiration of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party~~ The Architect shall maintain the confidentiality of all information in its possession regarding the Project and this Agreement, and shall require similar agreements with its consultants to maintain the confidentiality of all information regarding the Project and this Agreement. Architect shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination or expiration of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order,~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, attorneys, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, attorneys, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

~~§ 10.10 The Architect shall indemnify and hold the Owner, its Board of Commissioners, individual board commissioners, officers, agents, and employees (collectively, "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorneys' fees and court costs, that one or more of the Indemnitees may incur, to the extent caused by the Architect's negligence or breach of this Agreement.~~

~~§ 10.11 Notwithstanding any provision of this Agreement to the contrary, the Owner's review and/or approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness of such documents, and shall in no way create any liability on the part of the Owner (notwithstanding any professional skill and judgment possessed by the Owner) for errors, inconsistencies or omissions in any approved documents.~~

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

~~«One Hundred Thirteen Thousand Dollars (\$113,000.00)»~~

- .2 Percentage Basis
(Insert percentage value)

~~« »~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Reserved »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, subject to the requirements for written agreement and approval by Owner as provided in Article 4, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At the hourly rates contained in Exhibit B alternatively identified as 2018 Full Service Rate Sheet or Schedule of Charges.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%),~~ « zero » percent (« 0 »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« Zero »	percent (« 0 »	%)
Design Development Phase	« Zero »	percent (« 0 »	%)
Construction Documents Phase	« Sixty-two »	percent (« 62 »	%)
Procurement Phase	« Five »	percent (« 5 »	%)
Construction Phase	« Thirty-three »	percent (« 33 »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit B »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero » percent (« 0 » %) of the expenses incurred. Reimbursable expenses shall not exceed \$

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Owner shall not pay Architect for any such amounts.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 ~~An No~~ initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. ~~It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Reserved.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable ~~upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~(Insert rate of monthly or annual interest agreed upon.) and shall be processed in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.~~

%

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Reserved.~~

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.
~~Architect shall retain such records for three (3) years from the date of termination or expiration of this Agreement.~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

~~«None.»~~

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- ~~.1~~ AIA Document B101™-2017, Standard Form Agreement Between Owner and ~~Architect~~
- ~~.2~~ ~~Architect.~~ ~~2~~ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

Not applicable

~~.3~~ Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

- ~~[X]~~ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Certificates of Insurance together with extensions and/or riders

Exhibit B - 2018 Full Service Rate Sheet

Exhibit C - Proposal for Professional Design Services, Letter dated April 11, 2018; provided that, to the extent that Exhibit C conflicts with the terms of this Agreement, the terms of this Agreement shall control

Exhibit D - Site Plan Layout and Floor Plan

~~.4~~ Other documents:

(List other documents, if any, forming part of the Agreement.)

None

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

758319+1758937v1

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

F

L

A

R

T

D

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito / Audrey McNeill PHONE (AVG. No., Ext): 309-683-1065 FAX (AVG. No.): 888-898-6604 E-MAIL ADDRESS: AMcNeill@holmesmurphy.com
INSURED Farnsworth Group, Inc. 2709 McGraw Drive Bloomington, IL 61704		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 52510591 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9914827	06/15/17	06/15/18	Each Claim 5,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Farnsworth Group Project Number: 0160851.00
 Project Manager: Scott Burge

CERTIFICATE HOLDER

Champaign Park District
 706 Kenwood Road
 Champaign, IL 61821
 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Schedule of Charges - January 1, 2018

	Per Hour
Engineering/Surveying Professional Staff	
Administrative Support.....	\$ 68.00
Engineering Intern I	\$ 109.00
Engineering Intern II	\$ 120.00
Engineer/Land Surveyor.....	\$ 132.00
Senior Engineer/Senior Land Surveyor.....	\$ 138.00
Project Engineer/Project Land Surveyor	\$ 151.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 168.00
Engineering Manager/Land Surveying Manager.....	\$ 189.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 199.00
Principal/Vice President.....	\$ 207.00
Technical Staff	
Technician I	\$ 71.00
Technician II	\$ 96.00
Senior Technician	\$ 106.00
Chief Technician.....	\$ 123.00
Designer/Computer Specialist/Lead Technician	\$ 133.00
Senior Designer.....	\$ 138.00
Project Designer/Project Technician	\$ 146.00
Senior Project Designer/Systems Integration Manager	\$ 165.00
Design Manager/Government Affairs Manager	\$ 177.00
Technical Manager	\$ 187.00
Senior Technical Manager.....	\$ 200.00
Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 99.00
Senior Interior Designer/Designer II	\$ 109.00
Architect/Designer III/Project Coordinator	\$ 125.00
Senior Architect/Senior Project Coordinator.....	\$ 132.00
Project Architect/Project Manager	\$ 144.00
Senior Project Architect/Senior Project Manager	\$ 158.00
Architectural Manager.....	\$ 169.00
Senior Architectural Manager	\$ 178.00
Principal – Architecture.....	\$ 201.00
Units	
Overtime, If Required by Client – Non-Exempt Employees Only.....	1.25x billing rate
Expert Testimony.....	2x billing rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.58/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2019 UNLESS NOTIFIED

Exhibit C



2211 West Bradley Avenue
Champaign, Illinois 61821
p 217.352.7408 f 217.352.7409
www.f-w.com

April 11, 2018

Mr. Joe DeLuce
Executive Director
Champaign Park District
706 Kenwood Drive
Champaign, IL 61821

Re: Proposal for Professional Design Services – Shop & Yard Construction Documents and Construction Administration

Dear Mr. DeLuce:

We truly appreciate the opportunity to continue working with you on the Shop and Yard Expansion project in Champaign, IL. It is our goal to continue working with you and all the stakeholders to provide the most practical and reasonable solution for the project. We respectfully submit the following proposal for your review and approval.

PROJECT DESCRIPTION

At the January 10, 2018 Board meeting, the Board selected schematic design option 5. This option includes a 2,250 square foot addition to the east side of the existing shop building, a 7,150 square foot addition to the south side, and over 30,000 square feet of yard expansion.

The east addition will contain a the new 2-bay drive-through auto shop and storage area.

The south addition includes five bays that will be utilized for general shop and storage areas. Two of the five bays will be drive-through. A sixth bay will be utilized as a rinsate pad where equipment used for fertilizing and chemical treatments can be filled and cleaned. This space will also double as the overnight storage area for the District's garbage truck. The rinsate pad bay and regular storage bays will be separated by a chemical storage room, and place for general non-vehicle storage. A mezzanine will be located above this area for mechanical equipment.

The yard area will be expanded in two primary areas: southward extending the existing south edge of pavement, and eastward extending the pavement on the east side of the Mower Shed to accommodate easier pull-through capabilities at the mower shed. Additionally, a portion of the pavement outside of the west shed shall be rehabilitated due to deterioration.

The work completed to-date for the project includes schematic design and design development. This proposal includes construction documents and construction administration.

SCOPE OF PROFESSIONAL SERVICES

Farnsworth Group's proposed scope includes a full-service in-house approach including: Architecture, Civil Engineering, Structural Engineering, Mechanical Engineering, and Electrical Engineering. It is our goal to be an effective, integral component of the project team and respond to your needs throughout the duration of your project.

Architecture, Mechanical Engineering, Electrical Engineering, and Structural Engineering services shall be provided as described within the B101 Agreement.

The following sections provide scope descriptions for relevant AIA B101 Article 4 Additional Services that are understood to be of interest for inclusion into the project and will be folded into the project's Basic Services. Items not listed are understood to be "not provided".

4.1.1.8 Civil Engineering

- It is understood that the project will not involve an early or separate site package. The Civil Engineering package will be incorporated into the entire bid package.
- Construction Documents:
 - Civil drawings shall include: existing topography/demolition plan, geometric layout plan, grading plan, storm water pollution prevention plan, utility plan, and site details. Plans will include those details necessary to submit for State and local approvals and to explain the design intent to the Contractor(s).
 - Design of pavement shall be based on recommendations provided by geotechnical engineer.
 - Provide stormwater detention calculations to optimally size the required stormwater detention. Stormwater calculations shall be performed in accordance with the City of Champaign requirements. The calculations shall be coordinated with the stormwater detention area proposed by Unit 4 (if an intergovernmental agreement is reached).
 - Submit civil / site drawings to necessary permitting bodies.
 - Assist with permitting for rinsate pad.
 - Technical specifications.
 - Detailed Code study.
 - Update cost estimate prepared in schematic design phase.
- Bidding Assistance:
 - Answer questions from prospective bidders.
 - Issue addenda and bid package clarifications as required.
 - Review contractor submitted bids for completeness
 - Attend one pre-bid meeting with prospective contractors.
- Construction Administration:
 - Review contractor submittals including: shop drawings and product samples.
 - Respond to Contractor generated Requests for Information (RFI).
 - Issue Architect's Supplemental Instructions (ASIs) or Change Orders as required.
 - Generate site visit reports after construction observation visits.
 - Perform one punch list site visit and generate punch list for distribution to project team.
 - Assist in preparation of substantial completion and final project documentation.

Exhibit C

- o Attend one pre-construction meeting with the project team.
- o Review periodic code required testing results from independent testing agency.
- o Perform site visits at appropriate site construction intervals. We recommend site visits at approximately 20%, 40%, 60%, and 80% complete.

4.1.1.14 Conformed Documents for Construction

- Pre-award revisions to the design made during the bidding phase via addenda will be performed in a fashion that the changes will be included in an updated construction set of Drawings and Specifications for issuance as a construction set.

FEE

The Scope of Professional Services described above will be completed by Farnsworth Group for the following professional fees:

Lump Sum Fee: \$115,000

Invoices for these professional service fees shall be billed on a lump sum basis. Mileage and printing expenses are not included in the proposed fee and should be minimal for this project. Please see attached rate sheet regarding hourly rates and material charges.

AVAILABLE ADDITIONAL SERVICES

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee. If you direct Farnsworth Group to provide additional services, we propose to perform the service on a time-and-expense basis in accordance with our current schedule of charges adopted at the time the service is requested and approved by the Owner:

- Land / legal fees.
- Permit fees.
- Platting and Easement documents.
- Archeological reconnaissance surveys.
- Attendance at public hearings.
- Construction staking.
- As-built / record survey.
- Transportation Engineering.
- Landscape Architecture.
- Interior Design.
- Environmental Engineering.
- Erosion control inspections.

Exhibit C

- Hazardous materials testing / removal.
- Geotechnical Engineering for subsurface soil investigation.
- Construction testing and inspection services.
- Design of off-site: utilities, roads, and parking lots.
- Site and street lighting plans.
- Telecommunications design other than rough-in locations.
- Commissioning services.
- LEED design services.
- Energy modeling.
- Multiple revisions and changes of scope.

YOUR RESPONSIBILITIES

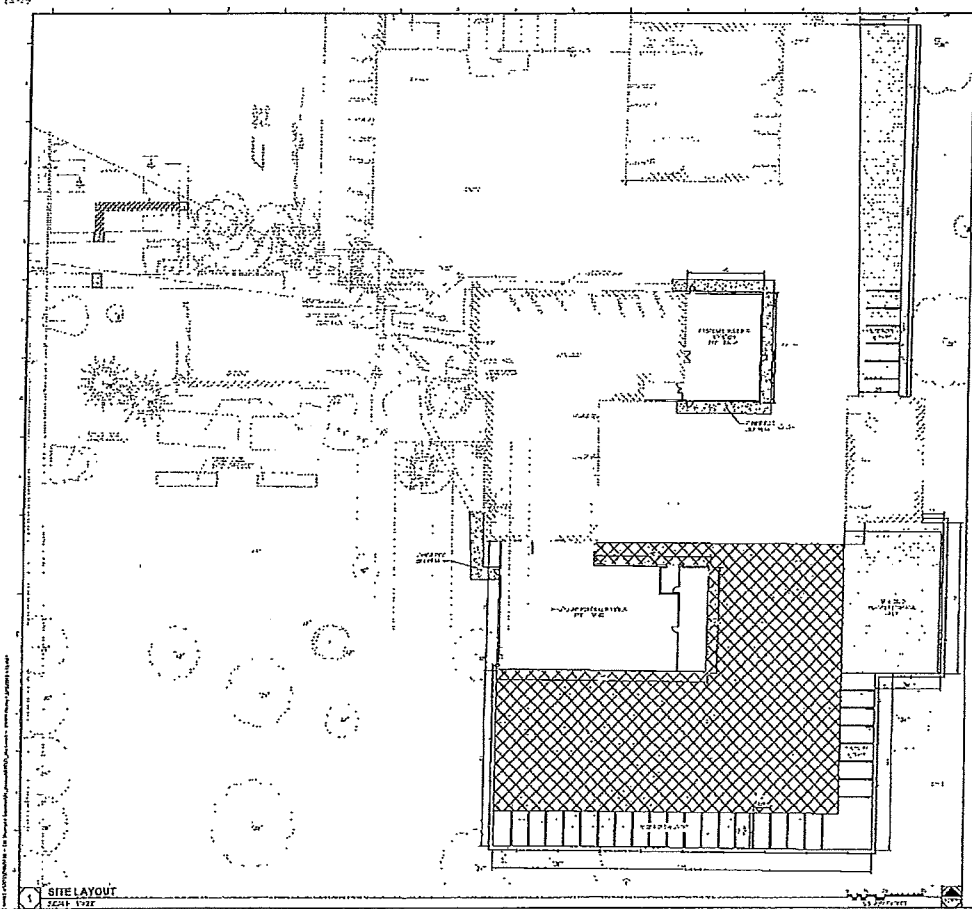
It will be the Owner's responsibility to provide the following:

- Access to the site.
- Timely feedback to questions during the design process.
- Provide all drawing or other documentation of the existing buildings.
- Procure construction testing services with a qualified testing agency.
- Feedback on design development documentation.

PROJECT SCHEDULE AND TIMING

Upon your notice to proceed, we are prepared to begin work promptly after acceptance of the design development phase. We propose the following dates as milestones:

CPD Board Approval of FGI Proposal	03/14/2018
Completion of Design Development:	03/21/2018
CPD Review of DD Documents:	03/22 through 04/06
Start of Construction Documents:	04/09/2018
50% Submittal:	06/01/2018
CPD Review of 50% Submittal:	06/04 through 06/15
Completion of Construction Documents:	08/10/2018
Bid Phase:	08/13 through 08/31
General Contractor Recommendation to Board:	09/12/2018



LEGEND

[Symbol]	PROPOSED DRIVEWAY
[Symbol]	EXISTING DRIVEWAY
[Symbol]	EXISTING ASPHALT DRIVEWAY
[Symbol]	EXISTING CONCRETE DRIVEWAY
[Symbol]	EXISTING GRAVEL DRIVEWAY
[Symbol]	EXISTING ASPHALT DRIVEWAY
[Symbol]	EXISTING CONCRETE DRIVEWAY
[Symbol]	EXISTING GRAVEL DRIVEWAY

Farnsworth GROUP
 10000 FARNSWORTH DRIVE, SUITE 100
 FARMINGTON, CT 06030
 TEL: 860.634.1111
 FAX: 860.634.1112
 WWW.FARNSWORTHGROUP.COM

DESIGN DEVELOPMENT

CALDWELL PARK DISTRICT

SHOP-YARD EXPANSION

PROJECT NO.	10000 FARNSWORTH DRIVE, SUITE 100
DATE	03/12/2011
DESIGNER	
CHECKER	
PREPARED BY	

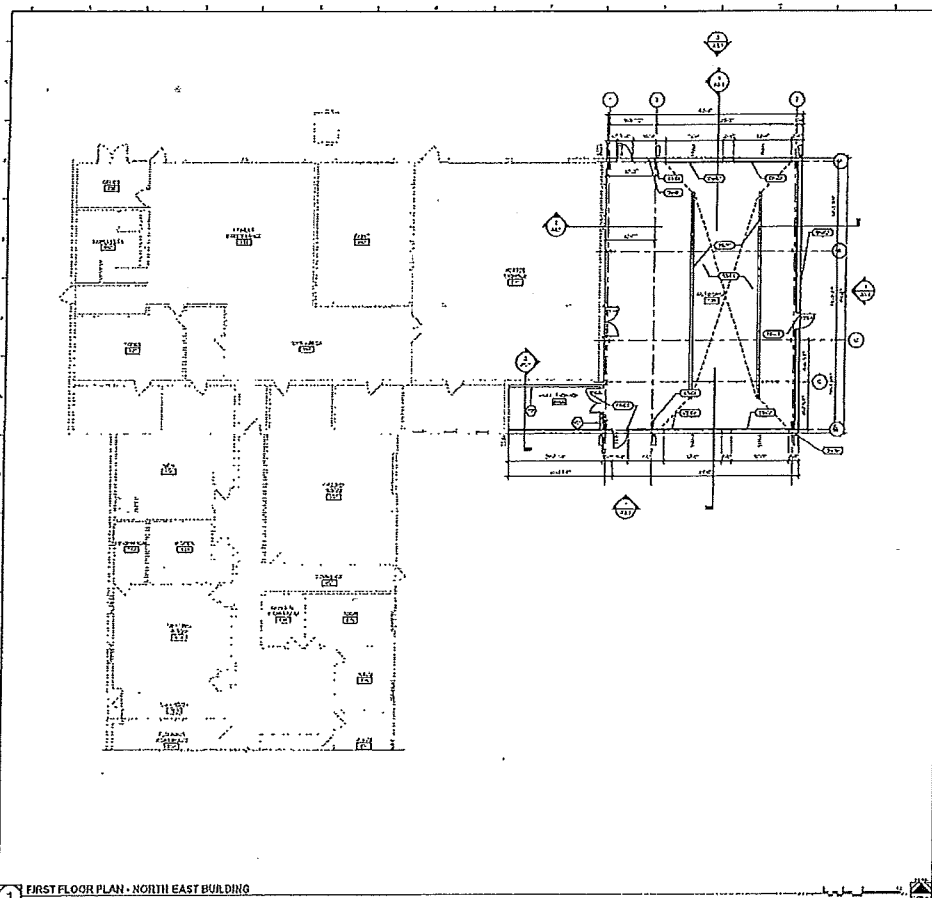
SITE LAYOUT

C.1.1

NO.	DATE	DESCRIPTION
01	03/12/2011	ISSUED FOR PERMIT
02	03/12/2011	ISSUED FOR PERMIT
03	03/12/2011	ISSUED FOR PERMIT
04	03/12/2011	ISSUED FOR PERMIT
05	03/12/2011	ISSUED FOR PERMIT
06	03/12/2011	ISSUED FOR PERMIT
07	03/12/2011	ISSUED FOR PERMIT
08	03/12/2011	ISSUED FOR PERMIT
09	03/12/2011	ISSUED FOR PERMIT
10	03/12/2011	ISSUED FOR PERMIT

SITE LAYOUT
 SCALE: 1/8" = 1'-0"

12749



1 FIRST FLOOR PLAN - NORTH EAST BUILDING
Scale: 1/8" = 1'-0"

PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
6. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AND SERVICES AT ALL TIMES.
8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S INTENT AND THE PROJECT REQUIREMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING STRUCTURES AND UTILITIES.
10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
11. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
12. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
14. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AND SERVICES AT ALL TIMES.
16. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S INTENT AND THE PROJECT REQUIREMENTS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING STRUCTURES AND UTILITIES.
18. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
19. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

DESIGN DEVELOPMENT

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	08/15/2018
2	ISSUED FOR CONSTRUCTION	08/15/2018
3	ISSUED FOR CONSTRUCTION	08/15/2018
4	ISSUED FOR CONSTRUCTION	08/15/2018
5	ISSUED FOR CONSTRUCTION	08/15/2018
6	ISSUED FOR CONSTRUCTION	08/15/2018
7	ISSUED FOR CONSTRUCTION	08/15/2018
8	ISSUED FOR CONSTRUCTION	08/15/2018
9	ISSUED FOR CONSTRUCTION	08/15/2018
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15	ISSUED FOR CONSTRUCTION	08/15/2018
16	ISSUED FOR CONSTRUCTION	08/15/2018
17	ISSUED FOR CONSTRUCTION	08/15/2018
18	ISSUED FOR CONSTRUCTION	08/15/2018
19	ISSUED FOR CONSTRUCTION	08/15/2018
20	ISSUED FOR CONSTRUCTION	08/15/2018



Farnsworth GROUP
3111 WEST 10TH AVENUE
DENVER, COLORADO 80202
TEL: 303.733.1111

DESIGN DEVELOPMENT

SHOP-YARD EXPANSION

A1.1

PROJECT NO. 150891.00



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 30, 2018

SUBJECT: Replacement Mower Purchase

Background

Staff is requesting Board approval to purchase one replacement rotary mower that will also function as a piece of snow removal equipment. This mower will be used in the Grounds Division for mowing our signature parks and snow removal on various paths throughout the Park District.

Prior Action

At the December 13, 2017 Regular Meeting, the Board approved declaring two (2) John Deere mowers as surplus.

On March 26, 2018, the Executive Director authorized the purchase of one (1) Toro Z-Master Commercial Zero Turn through the Illinois Joint Purchasing Program. The mower was received on April 3, 2018.

Bid Results

An invitation to bid was published in *The News-Gazette*. Only one bid was received. It was opened and read aloud on April 24, 2018. The result is as follows:

Vendor	Make & Model	Purchase Price
MTI Distributing	Toro Groundsmaster 7200 w/ Polar Trac System	\$38,246.36

Budget Impact

\$45,000.00 was budgeted in the FY18 Capital Budget for two (2) replacement mowers (Project #18VE01). \$12,249.77 was spent on a smaller unit, leaving \$32,750.23 for the second unit. Staff expects to receive money from the sale of the mowers declared as surplus, which will go toward the \$5,496.13 overage.

Recommended Action

Staff recommends accepting the sole bid and authorizing the purchase of one (1) new 2018 Toro Groundsmaster 7200 w/ Polar Trac System from MTI Distributing in the amount of \$38,246.36.

Prepared by:

Reviewed by:

Bret Johnson
Grounds & Maintenance Supervisor

Dan Olson
Director of Operations



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 9, 2018

SUBJECT: Sale of Real Estate

Background

The District proposes the sale of three undeveloped lots in west Champaign, Illinois, adjacent to Commissioners Park. Lot 173 is located in the Trails at Abbey Fields Subdivision (PIN: 44-22-17-329-007). Lots 181 and 194 are located in the Trails at Abbey Fields Phase 2 Subdivision (PIN: 44-20-17-329-035 and 44-20-17-326-001.) ALTA/NSPS Land Title Surveys and Boundary Surveys were conducted by Berns, Clancy, and Associates on June 30, 2017 for each lot.

Prior Board Action

During the January 10, 2018 Regular Board Meeting, the Board voted to approve issuing a request for proposals for the sale of the three lots.

Request for Proposals (RFP) Results

Sealed proposals were opened at 2:00 pm, May 3, 2018 with RFP results as shown:

Proposers	Lot 173	Lot 181	Lot 194	Total (\$)
Signature Construction, LLC	\$33,000	\$37,000	\$40,000	\$110,000
Domus Properties	\$80,00	0	0	\$80,000

Budget Impact

The sale of the lots will generate revenue minus incurred legal fees related to the transaction. In FYE18, \$3,100 was spent from the Capital Budget for the development of Commissioners Park to cover the cost of the ALTA/NSPS Land Title Surveys and Boundary Surveys for the three lots.

Options

Option 1: Accept the proposal from Domus Properties for Lot 173 for \$80,000 and the offer from Signature Construction, LLC for Lots 181 and 194 for \$37,000 and \$40,000 respectively, totaling \$157,000.

Option 2: Accept the proposal from Domus Properties for Lot 173 for \$80,000 and reject all offers for Lots 181 and 194.

Option 3: Reject all offers for Lots 173, 181, and 194 and identify an alternative method of sale.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe Deluce
Executive Director

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 9, 2018

SUBJECT: Addition of Part Time Park Security Employee

Background

The Champaign Park District has seen an increasing need for creating a security position. As there have been behavior issues with some patrons at afterschool at the Leonhard Center and Sholem pool in the summer that require more intervention than the site supervisors are able to handle along with their other responsibilities. There have been several incidents of vandalism in the parks over the years and it continues with the recent sculpture theft at Scott Park. The District also pays for security and police at special events. A part time position would assist in each of these issues.

A Park Security position would allow the Park District to have licensed staff to patrol the parks, pool and facilities as needed as well as lead security efforts at the Virginia Theatre and special events. Currently there are no staff who fulfill these duties, however the Park District does hire private security or Champaign Police to provide these services as needed. A list of duties and expectations for the position are attached to this memo. Creating this position would reduce the number of private security and Champaign Police officers needed in these areas. In 2017 the Park District paid private security \$21 per hour per individual and Champaign Police \$57.75 per hour per officer. Both of these fees increase each year. Staff has researched the pay for this position and feel the Park District is within the market to offer up to \$15 per hour for a licensed individual.

This position would be supervised by the Risk Manager. The employee would be dressed in uniform, with no weapons. The uniform is expected to act as a deterrent to potential issues as the employee patrols Park District facilities and parks. The uniform would consist of a shirt with a collar with the Park District logo and their job title clearly on the front and back. A baseball cap with the same identification for when the employee is working outdoors. The employee will provide their own slacks and shoes. Staff is also recommending a bicycle for the position to assist in patrolling the parks. When a vehicle is necessary, the position will share the vehicle assigned to risk management. There will be no badge and an existing Park District phone will be provided to the employee while working.

At this time there would be no training budgeted for the position as the District will be looking to hire someone who is already certified. This position would be held by a licensed guard or certified police officer which will satisfy requirements to allow the Park District to pay wages for the position in the Police Fund.

Several other Park Districts have security services and have been helpful to staff in advising the creation of the position. Those Park Districts include Decatur Park District, Springfield Park District, and Skokie Park District. These Districts have staff ranging from security positions to full park police departments. Staff was also advised on security personnel by the Champaign Public Library Security Manager.

Staff will monitor this position and evaluate the success of the position to make a determination if the position continues into the future. Should this position be created, staff will present a report at the end of the fiscal year with recommendations.

Prior Board Action

The Board approved the seasonal and part time positions for 2018 at the January meeting, the list did not include this position.

Budget Impact

Staff recommends hiring one part time employee that would not be eligible for benefits. The employee would work up to 19 hours per week year round and the costs for the position would also include a uniform. The proposal is to pay the position up to \$15 per hour. The position is expected to cost \$17,000 including wages, taxes, phone cost, uniform and bicycle for fiscal year 2019.

Discussion Only

Staff would like comments and suggestions from the Park Board and will bring this request back for consideration on May 23, 2018.

Prepared by:

Reviewed by:

Tammy Hoggatt, SPHR SHRM-SCP
Director of Human Resources

Joe DeLuce, CPRP
Executive Director

Park Security Duties vs. Police Duties

Although both Security and Police duties are similar, and overlap in many areas, they do differ greatly. Park Security should realize that they do not have the same authority as a Police Officer. They cannot arrest, detain, conduct traffic stops, or investigate crimes. At no time should a Security attempt to portray himself as a police officer. The Park Security is limited to the security of the areas designated by Risk Management. In the event of an emergency, accident, injury, or unusual situation, the Security shall use caution and contact 911 for assistance. The Park Security will have a customer service focus rather than punitive.

General Weekly Duties:

The primary duties of the Park Security will vary depending on the season. Park Security may be required to work irregular hours including weekends, holidays and evenings on any assigned shift. May be required to work immediately before, during or immediately after an emergency or disaster. Depending on the season, Park Security will assist the Risk Manager in ensuring that lawful and consistent application of park ordinance, regulations and procedures, are being followed by all Park participants and that professional security services and customer service are being provided to the public.

Park Security will provide security at alternating facilities where an increase in issues have risen. This could include an increased presence during regular swim hours, ball games, open gym, programs and events that are offered during scheduled times and locations.

During this time park security should remain between the parking lot, park and the building for the safety and security of the Park program participants.

If there are no classes, games, programs or events, Park Security will patrol and conduct a walkthrough of closed park facilities beginning around 5:00pm through 9:00pm and again around 11:00 pm. Park Security will vary the times of the walk through, as not to display a pattern of when security checks will be conducted. During this time, Park Security will also be responsible for securing all ball field gates and restrooms at Hessel and the Skate Park. If weather, time and light allow the Park Security will patrol the areas that are, at the time, currently high risk priority areas.

Park Security when not attending to the Park District participants and employees, will provide roving security for all other park areas as needed.

In conjunction with the Park District's risk management, other duties and responsibilities could include, but are not limited to:

- Enforcing ordinances and regulations with verbal warnings and citations as needed
- Providing security & logistical measures for special events
- Provide visitor information
- Handle emergency situations
- Coordinate with risk management, local law enforcement and other government agencies
- Maintain records and files
- Arrange for medical care and rendering first aid as needed
- Maintain a positive relationship with all park district employees in order to promote co-operation and mutual assistance
- Assist with weather related preparations, clean-up and aid in mitigating adverse conditions

Champaign Park District

FY19 WORKPLAN

May 1, 2018 to April 30, 2019

May 9, 2018

Introduction

FY19 Action Plan

In a continuing effort to meet the recreational needs and desires of all Champaign residents, the Champaign Park District annually reviews its approach to fulfilling the agency's mission. Champaign's unique history and micro-urban environment present interesting opportunities for the community in maximizing the use of parks, recreation facilities, and open space while serving current needs and preparing for the future.

The main focus in FY19 is working towards the **Key Priorities** approved in the 2016-19 strategic plan, FY19 Capital Projects, FY19 Board Priorities, and FY18/19 Cross Department Goals. The following document outlines the key action items for each department that are to be completed by April 30, 2019.

Mission, Vision & Values

Vision Statement: The vision of the Champaign Park District is to consistently exceed community expectations.

Mission Statement: The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

Values

Important, shared principles that guide our organization's daily actions

1. Stewardship

- We conduct our business fairly, transparently and with integrity.
- We are fiscally responsible to our residents.
- We strive to offer affordable programs and services for all residents.
- We enhance natural resources and promote good conservation and stewardship practices.
- We provide opportunities for health and wellness for our residents.
- We strive to provide equal access for all users to all of our parks, facilities and programs.
- We value and reward honest and forthright employees who provide excellent customer service and stewardship of public resources.

2. Organizational Excellence

- We know and respect our roles and responsibilities and work together to accomplish our goals.
- We collaborate with other agencies and groups throughout the community to accomplish our goals.
- We encourage all residents to participate in planning, designing and advocating for parks and recreation.
- We recognize that being good is simply not good enough.
- We promote staff development.
- We follow best practices in providing quality parks, recreation and cultural arts.
- We assure safety through a comprehensive risk management program.

3. Innovation

- We value employees who present creative and proactive solutions to challenges.
- We encourage doing things differently, progressively, creatively and with an entrepreneurial spirit.
- We value our ability to anticipate, influence and embrace change.

4. Customer Service

- We offer consistent, customer-focused service across the organization.
- We strive to say YES to our customers when the request falls within our mission and vision.
- We actively seek and value customer feedback.
- We care about our customers and team members.

5. Diversity

- We provide quality parks, programs and services that meet the diverse needs of all ages and abilities in our community.
- We embrace the diversity of our team.
- We value diversity in all its forms and actively seek people with different perspectives and experiences.
- We encourage inclusion.

Our Workplace Culture

FUN Staff look forward to coming to work and enjoy what they do.

SUPPORTIVE Staff support and care about each other like family and help make each other's job easier.

CREATIVE Unafraid of failure, staff are willing to try new ideas and programs without risk and find ways to say "yes" to the requests that fall within our mission and vision.

PROFESSIONAL As leaders in the parks and recreation field, staff demonstrate professionalism in the workplace every day.

PERSONABLE Staff are likeable, courteous, easy to work with and deliver excellent customer service.

PROACTIVE Staff do not have to be told what to do; they take initiative to get things done.

Strategic Goals

To continue to inspire staff innovation and community-driven planning, we have developed FIVE STRATEGIC GOALS. Specific objectives within each goal outline the path to fulfilling our mission statement through this Strategic Plan.

1. Provide a family atmosphere, where participants feel welcome and safe.

OBJECTIVES:

1. Develop customer service standards and training.
2. Develop both an internal and external culture of treating customers and co-workers like family.
3. Create fun and safe park amenities.
4. Develop a marketing plan to promote friendliness, safety and hospitality.
5. Design and implement enhanced physical entrance/lobby and park front entrances to reflect friendly, welcoming, and safe themes.
6. Provide equal access for all patrons to all parks, facilities and programs.
7. Enhance the safety and security in each park and facility so all patrons feel safe.
8. Develop a plan to hire/train multi-lingual staff and promote programs in a variety of languages.
9. Create events & programs that highlight different cultures.
10. Complete and implement a trails master plan.
11. Promote family volunteering at various events and programs

2. Provide first-time opportunities for participants to try recreation programs, cultural arts and parks.

OBJECTIVES:

1. Train staff to make first-time participants feel important by enhancing the participant experience.
2. Encourage staff to focus on first-time program participants and existing long time patrons.
3. Track new programming and equipment trends.
4. Develop and implement a marketing plan to encourage first-time opportunities and a spirit of discovery.
5. Improve internal customer service through staff training.
6. Develop strategies to give potential users a sample of programs and services.
7. Develop opportunities to gather feedback for the needs and interests of various cultures/races/demographics.
8. Increase the number of scholarships for first-time experiences.
9. Create first-time opportunities for employment at the District.
10. Better incorporate programming in parks and trails to encourage use of outdoor space

3. Provide parks, recreation and cultural arts that users can participate in throughout their lives.

OBJECTIVES:

1. Evaluate recommendations of the U of I Recreation, Sport, & Tourism appraisal of programs.
2. Determine the level of service for parks, facilities and amenities to meet all residents' needs.
3. Provide parks, amenities and facilities that serve all ages.
4. Research new opportunities and aging trends for programs and facilities for various age groups.
5. Provide intergenerational programming.
6. Provide program scholarships from which all ages can benefit.
7. Develop and implement programmatic, financial, human resources, operational and organizational dashboards.
8. Update the District's Comprehensive Plan.
9. Develop and promote health and wellness programs.
10. Reach out to residents for input on new programs for all ages.

4. Provide recreation and cultural arts programs and events that are affordable for all.

OBJECTIVES:

1. Find a balance of service vs. business.
2. Develop a five-year financial plan to accomplish sustainable parks and programs
3. Define core programs and services.
4. Update revenue philosophy and purchasing policy.
5. Develop opportunities to increase non-tax-based revenues by increasing sponsorships, grants, and donations.
6. Offer affordable programs, parks, and services.
7. Develop creative and effective payment programs for participants.
8. Reward the loyalty of participants. - Evaluate fees for rentals and services.
9. Develop effective strategies to make programs more affordable.
10. Develop additional low-cost or free programs.
11. Develop new fundraising programs for the Parks Foundation.
12. Identify sources to provide capital development funds for new parks, facilities and amenities.

5. Provide opportunities to create community connections in our parks, recreation, and cultural arts.

OBJECTIVES:

1. Create a citizen advisory board for programs and services.
2. Evaluate current community partnerships and develop new partnerships.
3. Develop new family-focused special events or activities that bring residents together.
4. Increase face-to-face connections with members of the community.
5. Identify new opportunities to work with community groups.
6. Involve community members and agencies in our programs and events.
7. Create new programs, parks, facilities, amenities and services to connect with more people in the community.
8. Develop new community and program partners by evaluating the community needs assessment results.
9. Work with the school district on programs and services as part of the Community School Initiative.
10. Develop open-street programs and other downtown events to bring community members together.
11. Develop a District software application to create connections with and between users/residents.
12. Increase financial and in-kind support of outside groups and agencies to provide programs and events

FY19 WORKPLAN (May 1, 2018 to April 30, 2019)

Marketing and Communications

Provide transparent, accurate, and timely information to the community through delivery of integrated marketing activities.

1. Produce an annual patron perception survey of the Park District through social media.
2. Develop a marketing plan to promote friendliness, safety and hospitality.
3. Develop and implement a marketing plan to encourage first-time opportunities and a spirit of discovery and exploration.
4. Develop and promote health and wellness programs.
5. Work with program coordinators on a seasonal basis to develop marketing plans for identified program focus areas.
6. Develop a plan for the more effective delivery of program guides.
7. Develop cutting edge videos highlighting the Park District programs, parks, and services.
8. Take the lead on the Park Report Card, complete by April 2019.

Board Priorities	Strategic Plan	Capital Project	Cross Department Team	Department Goal
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Finance and Development

Build a responsive, financially sustainable Park District by aligning resources to community needs.

1. Develop training program for the Capital Project process.
2. Evaluate the success of U.S. Communities and other bid services/processes for the Park District's use.
3. Continue to improve the budget process for all management staff and Park Board members.
4. Continue to improve the annual budget document to ensure GFOA standards are met annually.
5. Update and implement financial policies and procedures as needed.
6. Work with Park District's Foundation to develop campaigns to raise funds for improvements to various Park District facilities and the purchase of land.
7. Assist with the Fundraising and Steering Committees for the Martens Center.
8. Identify sources to provide capital development funds for new parks, facilities and amenities.
9. Develop opportunities to increase non-tax-based revenues by increasing sponsorships, grants, and donations.
10. Exceed 25% in non-tax revenues

Board Priorities	Strategic Plan	Capital Project	Cross Department Team	Department Goal
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Human Resources, Technology and Risk Management

Develop a strong and inclusive workforce that represents the community we serve through professional standards. - Improve the delivery of the programs and services for residents and staff through comprehensive, cost-effective, innovative, reliable, and secure technology services and solutions. - Provide the safest possible environment for the public and employees.

1. Create a consistent on-boarding process for new staff.
2. Create an online orientation program as an option for incoming staff.
3. Develop staff training standards, procedures for make-up trainings, etc.
4. Develop a compensation study for all full-time District staff
5. Create and implement a three year Technology Plan.
6. Enhance the safety and security in each park and facility so all patrons feel safe.
7. Evaluate the need to create a park security position.
8. Create/develop a mentor program for new employees.
9. Provide team building activities and social activities to build teamwork within the Park District.
10. Develop live interactive training programs to meet the accreditation training standards.
11. Add cameras at various parks and facility locations.
12. Develop systems and process to ensure to bring in new staff into the District but provide opportunities for internal staff to advance
13. Develop systems to ensure we maintain a diverse staff.
14. Assist with maintaining staff retention at an average of less than 10% turnover per year. Monitor and report retention percentage in four categories (1) Directors (2) Managers (3) coordinators and (4) staff. Keep retention levels at or below historical averages.

Board Priorities

Strategic Plan

Capital Project

Cross Department Team

Department Goal

Operations and Natural Resources

Provide safe, distinctive and well-maintained parks and facilities. Expand environmental efforts and natural resource stewardship.

1. Supervise the Operations Facility improvements and lead the Project Team.
2. Continue to maintain and improve the existing parks, facilities and amenities.
3. Update overall park maintenance standards.
4. Maintain signature parks at a high standard.
5. Continue focus on saving the Monarch Butterflies and other pollinators.
6. Continue to improve communications between Operations and Sports staff on sports fields use and operations.
7. Complete a review of Park District facilities and develop a facilities report card for each facility. Complete every two years.
8. Purchase vehicles and other key equipment approved in the Capital Budget.
9. Complete improvements to the Springer Cultural Center Elevator.
10. Complete the installation of the Henry Michael Park Playground.
11. Develop entry level positions for operations specialty roles (i.e. plumbing, electricians, HVAC).

Board Priorities	Strategic Plan	Capital Project	Cross Department Team	Department Goal
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Planning

Develop parks, trails, and facility plans by aligning resources with community's needs.

1. Phase 1 of the Heritage Park Project. Approval of all necessary permits, project out for bid, and start construction.
2. Work with the Unit 4 School District on improvements to Spalding Park. Finalize the inter-governmental agreement, and complete project construction for spring 2019 use for Central High School Baseball.
3. Work with Human Kinetics to make improvements to Human Kinetics Park and Center. Begin design development phase in FY19.
4. Complete Phase 2 of Commissioner's Park.
5. Complete Phase 2 of Henry Michael Park.
6. Complete the next phase in developing the connection between Heritage Park and Kaufman Park. Finalize plan and begin planning process bid process and grant applications.
7. Finalize and seek board approval for the comprehensive 10 year plan.
8. Complete installation of the West Side Park playground.
9. Create a masterplan for Prairie Farm.

10. Complete the Noel Park Trail addition.
11. Complete the Trevett Finch Retaining Wall.
12. Complete the Toalson Park Sidewalk and Path.
13. Complete the installation of the Noel Park Playground.
14. Improve presentations to the Park Board

Board Priorities	Strategic Plan	Capital Project	Cross Department Team	Department Goal
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Recreation

Deliver innovative and customer-focused programming.

1. Evaluate opportunities throughout the Park District and implement a plan to better track and increase participation by adults, ages 18-55.
2. Increase senior programs, trips, and services that promote a healthy lifestyle for participants.
3. Develop a plan to hire more seniors and people with disabilities to work in our recreation facilities and programs.
4. Promote family volunteering at various events and programs.
5. Develop both an internal and external culture of treating customers and co-workers members like family.
6. Develop additional low-cost or free programs.
7. Track new programming and equipment trends.
8. Develop and promote health and wellness programs.
9. Evaluate using more contracted vendors and agencies to offer programs and services vs our staff.
10. Develop a business plan for the Martens Center operations.
11. Develop new program partners for the Martens Center.
12. Develop a working relationship with various Latino groups with the area to assist with programs and services at the Martens Center and other Recreation Centers.
13. Reduce the number of direct reports and update the Recreation organizational chart to be more effective.
14. Reduce program/event cancellations and replace.
15. Provide excellent customer service at all levels within the organization.
16. Implement program strategies and pursue partners to increase current special event offerings.
17. Find new creative and innovative ways to track and receive participant feedback.
18. Be equitable in programming and event efforts for community residents.
19. Increase and event revenues to increase the non-tax revenues over 25% of the operating budget.

Board Priorities	Strategic Plan	Capital Project	Cross Department Team	Department Goal
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Virginia Theatre

Become the theatre that brings the community together for outstanding experiences.

1. Develop service standards that focus on timeliness, courtesy, knowledge, consistency, and accessibility.
2. Train staff to make first-time participants feel important by enhancing the participant experience.
3. Recognize and reward all staff for focusing on first-time users and loyal long term patrons.
4. Develop program revenues, sponsorships, donations, grants and memberships so the Virginia Theatre is less reliable on tax support.
5. Implement phase 1 for a new sound system for the Virginia Theatre.
6. Evaluate requiring renter's events to be included in our subscription series and to be co-produced by the Virginia Theatre.
7. Increase subscriber subscriptions to over 400 in FY19.
8. Evaluate possible partnerships and co-sponsorships.
9. Increase event revenues to increase the non-tax revenues over 25% of the operating budget.

Board Priorities	Strategic Plan	Capital Project	Cross Department Team	Department Goal
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Administration

Lead the District by providing customer focused leadership and vision.

1. Continue to produce an annual Park District dashboard and metrics to highlight key programs, financials, human resources, and operational metrics.
2. Update metrics and performance measurements on an annual basis.
3. Maintain staff retention at an average of less than 10% turnover per year. Monitor and report retention percentage in four categories (1) directors (2) managers (3) coordinators and (4) staff. Keep retention levels at or below historical averages.
4. Serve on the Steering Committee and Fundraising committee for the Martens Center.
5. Continue to improve staff presentations and reports to make sure they include the necessary information for the Park Board to make accurate decisions.
6. Increase revenue from non-tax sources to at least 25% or more of the annual operating budget.
7. Search for the best talent when looking for staff replacements and open all positions to the public and internal staff.
8. Continue to improve systems and processes for contracts and agreements. Ask for the best possible price or fee reduction when appropriate.
9. Develop a facility plan to provide program space for CUSR.
10. Maintain training certificates on the Open Meeting Act and FOIA.
11. Develop a system and process to maintain information for the Distinguished Accreditation process.

Board Priorities	Strategic Plan	Capital Project	Cross Department Team	Department Goal
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